

## MISSISSIPPI

OCT 18 11 25 AM '93

## SPECIAL WARRANTY DEED

THIS INDENTURE, Made this 14th day of September 263 pg 223  
 A. D. 1993, BETWEEN Jim Walter Homes, Inc., a corporation W.D. DAVIS CHASE  
 under the laws of the State of Florida, having its principal place of by B. Cleveland soc  
 business in the County of Hillsborough and State of Florida and Mid-  
 State Trust II, a Delaware business trust acting by and through  
 Wilmington Trust Company, not in its individual capacity but solely as  
 Owner Trustee of Mid-State Trust II with an address of c/o Wilmington  
 Trust Company, Rodney Square North, Wilmington, Delaware 19890, Atten-  
 tion: Corporate Trust Department, hereinafter, collectively, the party  
 of the first part, and Jason C. Tutor and wife, Dana M. Tutor, as joint  
 tenants with full rights of survivorship not as tenants in common,  
 Rt. 7, Box 152, Byhalia, MS 38611  
 of the County of DeSoto and State of Mississippi,  
 parties of the second part, WITNESSETH, that the said party of the first  
 part, for and in consideration of the sum of \$10.00-Ten and other  
valuable considerations-----Dollars, to it in hand paid, the  
 receipt whereof is hereby acknowledged, has granted, bargained, sold,  
 aliened, remised, released, conveyed and confirmed, and by these  
 presents doth grant, bargain, sell, alien, remise, release, convey and  
 confirm unto said part ies of the second part, and their heirs and  
 assigns forever, all that certain parcel of land lying and being in the  
 County of DeSoto and State of Mississippi, more particu-  
 larly described on Exhibit A attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments and appurtenances,  
 with every privilege, right, title, interest and estate, reversion,  
 remainder and easement thereto belonging or in anywise appertaining; TO  
 HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part doth covenant with the said  
 part ies of the second part that it is lawfully seized of the said  
 premises; that they are free of all encumbrances, and that it has good  
 right and lawful authority to sell the same; and the said party of the  
 first part does hereby fully warrant the title to said land, and will  
 defend the same against the lawful claims of all persons whomsoever by,  
 through and under the party of the first part, but not otherwise.

IN WITNESS WHEREOF, Jim Walter Homes, Inc., has caused these  
 presents to be signed in its name by its Vice President the day above  
 written; and Mid-State Trust II, has caused these presents to be signed  
 in its name by Jim Walter Homes, Inc., the true and lawful attorney in  
 fact of said Mid-State Trust II the day above written; the authority for  
 the said signature and action of Jim Walter Homes, Inc. on behalf of  
 Mid-State Trust II in this instance being vested in it by virtue of that  
 certain Power of Attorney recorded in Power of Attorney Book 57  
 at Page 192 of the records of the office of the Chancery Clerk of  
 the First Judicial District of DeSoto County at Hernando,  
 Mississippi.

JIM WALTER HOMES, INC.

By: H. R. Clarkson  
 Name: H. R. CLARKSON  
 Title: Vice-President

MID-STATE TRUST II

By: Wilmington Trust Company, not in  
 its individual capacity but solely as  
 Owner Trustee of Mid-State Trust II

By: Jim Walter Homes, Inc., its  
 Attorney-in-Fact

By: H. R. Clarkson  
 Name: H. R. CLARKSON  
 Title: Vice-President

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid and within said jurisdiction, the within named H. R. CLARKSON who by me being first duly sworn stated on oath that he/she is Vice-President of JIM WALTER HOMES, INC., and, that, having been first duly authorized so to do, he/she signed and delivered the foregoing instrument in his/her corporate capacity for and on behalf of JIM WALTER HOMES, INC., which was then acting in its individual capacity and also as the true and lawful attorney-in-fact for WILMINGTON TRUST COMPANY, collectively the party of the first part named in said instrument, as the act and deed of said party of the first part and with full authority to so act in its own behalf and by virtue of authority granted Jim Walter Homes, Inc. by Power of Attorney as described therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the 14th day of September, 1993.

*Sandra M. Self*  
 NOTARY PUBLIC  
 SANDRA M. SELF

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
 MY COMMISSION EXPIRES OCTOBER 24, 1993  
 BONDED THRU AGENT'S NOTARY BROKERAGE

THIS INSTRUMENT PREPARED BY:  
 Thomas E. Portsmouth  
 Attorney at Law  
 P. O. Box 31601  
 Tampa, FL 33631-3601

AFTER RECORDING RETURN TO:  
 Jim Walter Homes, Inc.  
 P. O. Box 31601  
 Tampa, FL 33631-3601  
 Attn: H. R. Clarkson

GRANTOR: JIM WALTER HOMES, INC.  
 1500 North Dale Mabry  
 Tampa, FL 33607  
 (813) 871-4625

GRANTEE: Jason C. Tutor and wife,  
 Dana M. Tutor  
 Rt. 7, Box 152  
 Byhalia, MS 38611

MID STATE TRUST II  
 C/O WILMINGTON TRUST CO.  
 RODNEY SQUARE NORTH  
 WILMINGTON, DE 19890  
 (302) 651-8653

(601) 838-3193 (home)  
 (601) 342-1234 (work)

## EXHIBIT "A"

A/C #857933

County of DeSoto, State of Mississippi

Description of Lot 5A, being part of Lot 5, as shown on plat in Deed Book 68, Page 29, in the Chancery Clerk's Office in DeSoto County, Mississippi, in Section 32, Township 2 South, Range 6 West, DeSoto County, Mississippi; Beginning at a point in the west line of Lot 5, a distance of 20 feet South 5°20' East of the NW corner of said Lot 5; thence North 84°38'56" East parallel to the North Line of Lot 5, a distance of 200.00 feet to a point; thence South 5°20' East parallel to the west line of Lot 5, a distance of 337.39 feet to a point in the south line of Lot 5; thence South 84°38'56" West, along the south line of Lot 5 a distance of 200.00 feet to a point at the SW corner of Lot 5; thence North 5°20' West along the west line of Lot 5 a distance of 337.39 feet to the point of beginning.

Less and except any road right of ways of record. Grantor does not assume any liability for unpaid taxes.

This deed is given subject to that certain Deed of Trust from the Grantee herein to the Grantor herein dated the 14th day of September 1993.